



# **CEC Vibration Products, LLC.**

## **Purchase Order Quality Assurance Requirements & Terms and Conditions**

### **QA-1 AS9100 Registered Quality Control System**

The supplier shall establish and maintain a registered quality system to AS9100. A quality system survey may be required and is subject to audit by CEC. The following clauses of this document also apply, as applicable; QA-5, QA-8, QA-11, QA-14, QA-15, QA-22, QA-23, QA-24, QA-25, QA-29, QA 30, QA-31, QA-32, QA-33, and QA-34

### **QA-2 ISO-9001 Compliant Quality Control System**

The supplier shall establish and maintain a quality system that complies with the requirements of ISO 9001:2008. A quality system survey may be required and is subject to audit by CEC. The following clauses of this document also apply, as applicable; QA-5, QA-8, QA-11, QA-14, QA-15, QA-16, QA-22, QA-23, QA-24, QA-25, QA-28, QA29, QA-30, QA 31, QA-32, QA-33, and QA-34.

### **QA-3 Distributor Control System**

The supplier shall establish and maintain a system to assure compliance with purchase order requirements, assure effective material control procedures, maintain material traceability control documentation, and establish proper handling, storage, packaging and shipping procedures for the materials furnished. Suppliers, which maintain a current AS9120 registration, meet this requirement. A quality system survey may be required and is subject to audit by CEC. The following clauses of this document also apply; QA-5, QA-8, QA-11, QA-13, QA-14, QA-15, QA-16, QA-21, QA-22, QA-23, QA-24, QA-29, QA-31, QA-32, QA-33, and QA-34.

### **QA-4 Calibration Services Requirements**

The supplier shall establish and maintain a system that complies with ANSI/ISO/IEC 17025 and ANSI/NCSS Z540.3-2007. The system shall assure that all equipment calibrated by the supplier is traceable to NIST (National Institute for Standards and Technology).

### **QA-5 Measurement and Test Equipment Standards**

The supplier shall assure that all measurement and test equipment used as a media of inspection for goods or services supplied to CEC are calibrated in accordance with the requirement of ISO- 10012-1. Records of calibration shall be traceable to the National Institute of Standards and Technology.

### **QA-6 Source Inspection - CEC**

CEC source inspection is required prior to shipment against this purchase order. Notice of 72 hours must be provided prior to the planned ship date. The supplier shall provide at no cost, adequate facilities, equipment and documentation to determine compliance to purchase order requirements. It shall be understood that verification by CEC at the supplier's facility does not relieve the supplier's responsibility to provide compliant product, nor shall any inspections preclude subsequent rejection by CEC.

### **QA-7 Source Inspection – CEC Customer**

Source inspection by CEC's customer is required prior to shipment against this purchase order. The supplier shall notify CEC's quality a minimum of 96 hours prior to the planned ship date. CEC's quality will coordinate an inspection schedule with its customer and the supplier. The supplier shall provide at no cost adequate facilities, equipment and documentation to determine compliance to purchase order requirements. It shall be understood that verification by CEC customer at the supplier's facility does not relieve the supplier's responsibility to provide compliant product, nor shall any inspections preclude subsequent rejection by the customer.

### **QA-8 Certification of Conformance (C of C)**

Each shipment must be accompanied by a certification stating that the items were produced from materials on which the seller has objective evidence of conformance to applicable specifications. The certifications must contain the signature and title of an authorized representative of the seller. Where raw materials are used by the supplier in the fabrication of parts provided to CEC, the supplier must include the manufacturers' certifications as well as the chemical and physical certifications for raw materials

### **QA-9 Inspection and Test Reports**

Each shipment shall be accompanied by conformance / test data showing actual test results identifiable to the individual products submitted. The data must be signed by an authorized representative of the agency performing the test and must performed to specified requirements. All measurements must be within the established limits of the specification drawing.

### **QA-10 Chemical and Physical Test Reports**

Each shipment must be accompanied by chemical and physical test report (s) identifiable to the materials submitted. The report (s) must contain the signature and title of an authorized representative of the agency performing the test and must assure conformance to specification requirements.

### **QA-11 Material Certifications**

The materials supplied must be identifiable by lot number, material type, date code and/or specification and traceable to records of acceptance by the original manufacturer. Fabricated parts shall be identified to the lot of materials used.

### **QA-12 Process Approval**

Any special processing such as welding, heat-treating, electro plating, anodizing, chemical films, or NDT must have CEC approval of the processing equipment, procedures and personnel prior to fabrication under the purchase order.

**Heat Treat only:** certifications must include evidence of NADCAP approval for heat treating.

**Finish house only:** certifications must include evidence of NADCAP approval for chemical processing.

QA-28 Also applies



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### **QA-13 Component Date Code Limits**

Date codes for supplied components and materials shall not exceed three (3) years, unless otherwise specified. CEC will reject materials and components with a date code older than three (3) years from the date of delivery as required by the purchase order.

### **QA-14 Age Control**

Products, which deteriorate with age or environment, shall be permanently and legibly marked with the product expiration date. The date must also be included on the packing list. No more than 50% of the shelf life specified by the manufacturer shall have expired at the time of receipt by CEC.

### **QA-15 Supplier Non-Conforming Parts**

When a supplier produces non-conforming parts, and would like CEC consideration to Use-as-Is, formal notification in the form of a written request for deviation must be submitted and approved prior to shipment. Parts dispositioned as "Use as Is" do not negate or change the drawing or purchase order requirements for future orders "Use-As-Is" dispositions are granted One Time Only.

When parts are received at CEC that do not conform to the applicable drawings or specifications, a CEC Corrective Action Request shall be generated indicating the nature of the non-conformance(s). The supplier shall be notified for all non-conformances and shall have the responsibility of establishing corrective action to prevent recurrence of the nonconformance within 14 days. A non-response to corrective action requests may affect approved supplier status.

### **QA-16 Minimum Packaging Requirement**

Parts delivered to CEC shall be packaged and protected from deterioration and physical damage. Damaged finishes or details, distorting, or internal damage shall be reason for rejection.

When multiple part types are shipped in one container, each part number shall be segregated and packaged into a separate internal container. The applicable part number shall appear on each individual package within the container. All data sheets shall be packaged in a common envelope inside the outer container, not separately with each unit. When electronic components are provided and are determined to be electro static sensitive QA-17 shall apply.

### **QA-17 Electro Static Discharge Protection**

Protection from electrostatic discharge shall be provided to all class I, II, or III ESD susceptible devices in accordance with the manufacturers requirements. The protection level provided by the individual manufacturer shall be extended through all procurement handling, storage, packaging and shipping cycles.

### **QA-18 Printed Wiring Boards**

The supplier shall assure that the materials, manufacture, testing and packaging of PWB's supplied to CEC are in accordance with all the requirements of IPC-A-600, Acceptability of Printed Wiring Boards, including solderability. Conformance test data shall be provided for each lot shipped to CEC.

### **QA-19 Solderability of External Leads and Terminals**

External leads, pins and terminals of all components and parts shall be tested to comply with the solderability requirements of MIL-STD-202, Method 208, including aging requirements.

### **QA-20 Certification of Soldering and Inspection Personnel**

The supplier shall assure that all soldering and inspection performed on assemblies are accomplished by personnel that are currently certified to ANSI IPC specification IPC-A-610 and J-STD 001 for high reliability soldering.

### **QA-21 CEC In-process Inspection**

CEC in-process inspection is required prior to coating or encapsulation of soldered assemblies. Advance notice of 72 hours must be provided to CEC quality assurance prior to the planned coating and/or encapsulation date. The supplier shall provide, at no cost, adequate facilities, equipment and documentation to determine compliance to the purchase order requirements.

### **QA-22 Right of Entry / Access**

CEC and its customers reserve the right to conduct inspections and surveillance of the supplier's facility during any point in the manufacturing cycle. The supplier (and his subcontractors) shall permit CEC and/or CEC customers' access to all records related to the processing, manufacture, assembly, inspection or test of parts or equipment to be supplied to CEC. All contacts with sub-tier subcontractors will be coordinated with the supplier. The supplier (and his subcontractors) shall provide reasonable assistance and facilities to CEC and/or CEC customers engaged in activities related to CEC procurements.

### **QA-23 Record Retention Requirements**

Materials, parts or processes supplied on this purchase order require that all manufacturing and inspection documentation including, but not limited to, raw material certifications, build documentation, nondestructive test (NDT) results be retained for a minimum of eleven (11) years after the date of shipment.

At the conclusion of the minimum retention time, the supplier shall contact CEC Vibration Products prior to the disposal of any manufacturing and inspection documentation including, but not limited to, raw material certifications, build documentation, and nondestructive test (NDT) results. CEC Vibration Products shall provide written instructions on the disposal or transfer of the records.

### **QA-24 Counterfeit Material and EEE Parts Prevention**

The supplier shall establish, implement and maintain a counterfeit material and/or a counterfeit electrical, electronic and electromechanical parts avoidance, detection, mitigation, and prevention and disposition program that is appropriate to the supplier's business. Programs documented in accordance with the requirements of AS5553, AS6174A and FAR 246.870 are preferred.



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### **QA-25 First Article Requirements**

Parts and materials supplied to CEC require a first article inspection to be performed to all drawing characteristics, including notes. The first article shall be performed during initial production of the part and at any revision change to demonstrate the suppliers' ability to produce a compliant part. The first article shall be recorded in accordance with AS9102. The first article piece shall be segregated and identified as the first article by tag or other temporary marking method and sent with the completed first article form.

### **QA-26 Customer Imposed Special Process Requirements**

Processes required in the fabrication of items on this purchase order (e.g. chemical films, coatings, plating's, passivation, NDT etc.) must be performed by the suppliers listed in the TEXT block of the purchase order. Certification of these processes shall be submitted with the parts. Contact CEC. purchasing for questions regarding supplier approved process suppliers.

### **QA-27 Quality Improvement Required**

When your company's Quality rating for products supplied to CEC falls below 70% acceptance, specific action is required at your facility to improve the delivered product quality. Items on this purchase order must be accompanied by a documented review of purchase order and product requirements in the form of a First Article report, signed by a Quality management representative.

### **QA-28 Change Approval**

The supplier shall obtain approval from CEC prior to: Any work transfers (i.e.: work transition or resourcing) within the suppliers' organization or its supply chain including changes to manufacturing location (i.e.: address change), any product and/or process changes that may affect form, fit, function, interchangeability or reliability or before implementing any verbal authorization to change purchase order requirements.

It is the supplier's responsibility to make sure the change is documented in writing via a revised purchase order or email confirmation from a CEC buyer.

### **QA-29 Foreign Object Damage Prevention Program**

The supplier shall establish, implement and maintain a foreign object damage prevention program. The program shall be designed to identify potential problems, mitigate risks, promote awareness, provide employee training and use industry best practices for the prevention of foreign object damage. Programs documented in accordance with the requirements of NAS412 are preferred.

### **QA-30 Supplier Flow down Requirements**

The supplier shall flow down all relevant purchase order requirements including the use of customer approved special process sources to any sub-tier suppliers involved in the manufacture of a CEC product. Sub-tier suppliers are required to comply with all specified purchase order requirements. The supplier is responsible for ensuring that any work performed by a sub-tier supplier is in accordance with purchase order requirements. The supplier must notify and seek approval from CEC of any proposed change to the sub-tier supply chain.

### **QA-31 Supplier Employee Communications**

CEC requires that suppliers communicate to their employees the importance of their contribution to product or service conformity, of their contribution to product safety and of the importance of ethical behavior in the performance of their job duties

### **QA-32 Specialty Metals Requirement (Government)**

When required, CEC purchase orders will incorporate the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7014 ALT 1. The supplier agrees to only supply materials in accordance with DFARS clause 252.225-7014 ALT 1. Any specialty metals, as defined in paragraph A of the clause, included in any materials delivered under this purchase order must comply with that clause. The supplier shall flow down this requirement to all sub-tier suppliers used to fulfill CEC purchase orders. The supplier's Certificate of Conformance shall include a statement of compliance with DFARS clause 252.225-7014 for any materials that include specialty metals. Furthermore, upon request, the supplier and their sub-tier suppliers shall provide CEC with objective evidence of compliance with specialty metal requirements.

### **QA-33 Conflict Materials (Applies to All Purchase Orders)**

Supplier's that provide products with tin, tantalum, tungsten and/or gold shall complete a survey about conflict minerals in those products. The survey is to be completed in specified format known as the "EICC-GeSI Reporting Template". (Reference: <http://www.conflictfreesourcing.org/conflict-minerals-reporting-template/>)

### **QA-34 Revision Control**

If an item on a purchase order is revision controlled the supplier shall assure the drawing revision on file at their facility matches the revision noted on purchase order. The supplier must immediately contact CEC's purchasing agent with any discrepancies in drawing revisions.



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**5.0 TERMS AND CONDITIONS (From QOP 5016)**

**5.1 DEFINITION**

CEC Vibration Products, LLC. is hereafter referred to as Buyer; Supplier is hereafter referred to as Seller.

**5.2 ACKNOWLEDGMENT AND ACCEPTANCE**

Seller's (A) acknowledgment of this order, (B) delivery of materials or equipment, or (C) performance of services hereunder shall constitute acceptance of the terms and conditions hereof. No oral agreement or understanding shall in any way modify this order or the terms or conditions hereof. If any of the Seller's terms of sale conflict with the terms of this purchase order, the terms hereof shall govern unless Seller's terms are accepted in writing by the Buyer.

**5.3 PRICE**

The price shall not be higher than that appearing on the face of this order. If no price appears thereon, then no higher than the price last quoted to Buyer by Seller for similar goods or services. If not previously quoted to Buyer, the price shall not exceed the net price given by Seller to others for similar services, material, and quantity. No charge will be allowed for packing, crating, freight, express or any other carriers' charges or cartage, unless designated in this order.

**5.4 CANCELLATION**

In addition to any other rights which the Buyer may have, it reserves the right to cancel this order or any portion thereof, holding the Seller responsible, if material furnished pursuant to this order or any shipment thereunder is not as specified or if delivery is not made when and as specified, time being of the essence for this order.

**5.5 TERMINATION FOR CONVENIENCE**

Buyer may terminate this order at any time for its convenience in whole or in part. In which event, Buyer's sole obligation shall be to reimburse Seller for (A) those goods actually shipped and accepted by Buyer up to the date of termination, and (B) costs incurred by Seller for unfinished goods which are specifically manufactured for Buyer in a time frame consistent with delivery and which are not standard products of the Seller, as of the date of termination plus reasonable profit thereon. In no event shall Buyer be responsible for loss of anticipated profit nor shall reimbursement exceed the order value. Buyer has the option to take possession of all unfinished goods.



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**5.6 CHANGES IN WRITING**

The terms and conditions of this purchase order constitute the only terms which shall govern this order. No other agreement or quotation or any acknowledgement of Seller in any way modifying any of the provisions of this order will be binding upon Buyer unless made in writing and accepted in writing by Buyer. Shipment of goods pursuant to the purchase order shall be deemed to be acceptance of Seller of the terms and conditions of this purchase order.

**5.7 DELIVERY**

All goods must be shipped at the most advantageous rates unless otherwise authorized in writing by the Buyer. Any extra expense in effecting delivery of goods not so shipped will be charged to the Seller. Adequate scheduling of shipment of goods shall be made by the Seller in that delivery dates included within this order are essential to the Buyer. Seller shall not, however, make material commitments or production arrangements in advance of reasonable flow time needed to meet Buyer's delivery schedule. No claims shall be allowed for such advance effort in case of change or termination. Shipments shall be strictly in accordance with the Buyer delivery schedule. Buyer reserves the right to return, at Seller's expense, all goods received in advance of delivery schedules or to hold the goods and pay Seller's invoices on normal maturity after the scheduled delivery date.

**5.8 PACKAGING AND SHIPPING**

An itemized list of contents must be placed in each package bearing this order number. No charge will be allowed by Buyer for cartage or packing unless agreed upon beforehand in writing. All expenses incurred by Seller's failure to furnish necessary shipping documents shall be charged to Seller.

**5.9 INSPECTIONS/REJECTIONS**

The Seller shall provide and maintain an inspection system acceptable to Buyer covering the supplies hereunder. All materials are subject to inspection and test, as approved by Buyer at place of manufacture and/or destination under acceptance quality levels as established by Buyer in accordance with current ANSI Standard Z1.4 sampling plans. If that portion Buyer inspects is not acceptable, Buyer reserves the right to return the entire shipment and cancel any unfilled balances of this order without cost. All rejected material shall be returned at Seller's sole expense including cost of inspection. Any inbound transportation charges applicable thereto will also be charged to Seller. The Seller shall provide and maintain an inspection system acceptable to Buyer covering the supplies hereunder. Unless otherwise provided herein, final inspection and acceptance shall be after delivery to Buyer's facility.



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**5.10 CONFIDENTIAL INFORMATION**

When materials are made to specifications, drawings, technical information, or data furnished by Buyer, the design and construction thereof shall be held in confidence and considered to be the Buyer's property and Seller shall not furnish to anyone else the same articles without receiving Buyer's written consent.

**5.11 COMPLIANCE WITH APPLICABLE LAWS**

By acceptance of this order, the Seller agrees to comply with all applicable federal, state, and local laws, statutes, rules, regulations, and orders, including the Civil Rights Act of 1964 and Section 202 (1) -(7) of Executive Order 11246 and 11627.

**5.12 FAIR LABOR STANDARDS ACT**

In accepting this order, Seller shall be deemed to represent that the goods to be furnished hereunder were or will be produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

**5.13 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Seller agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued hereunder, and certify that all items furnished under the order will conform to and comply with said standards and regulations. Seller further agrees to indemnify and hold harmless Buyer for all damages assessed against Buyer as a result of the Seller's failure to comply with the standards issued hereunder and for the failure of the items furnished under this order to so comply.

**5.14 FAR/DFARS CLAUSES**

The FAR/DFARS clauses are incorporated herein by reference and shall have the same force and effect with respect to the Contract as if the clauses were included in full text therein. (Ref. Table 1 & Table 2) If any of the FAR/DFARS clauses do not apply to the contract, such clauses are self-deleting.

**5.15 TERM "CONTRACTOR"**

Where necessary to make the context of these provisions applicable to this order, the term "contractor" shall mean "seller," the term "contract" shall mean "this order," and the terms "Government," "contracting officer," and equivalent phrases shall mean "Buyer." Seller hereby agrees to flow down the applicable clauses to its lower-tier subcontractors, and agrees that the clauses are in effect between it and the Buyer, as applicable.



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**5.16 COMPLIANCE WITH LAWS**

Seller agrees that all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the United States, the European Union and the jurisdictions in which Seller and Buyer are established or from which items may be supplied, and the requirements of any licenses, authorizations, general licenses or license exceptions relating thereto will apply to its receipt and use of hardware, software, services and technology.

Seller agrees furthermore that it shall not engage in any activity that would expose the Buyer or any of its affiliates to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. Seller agrees to comply with all appropriate legal, ethical and compliance requirements.

**5.17 DPAS – DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM**

Rated order shall be accepted in writing, within 15 working days for DO rated orders and 10 working days for DX rated orders.



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**6.0 Federal Acquisition Regulations (FAR)**

The following clauses are from the Federal Acquisition Regulations (FAR), which are available on the Internet at <http://www.arnet.gov/far/>.

**Table 1 – FAR Clauses**

<b>Item</b>	<b>FAR Clause</b>	<b>Title</b>
F1	52.203-6	Restrictions on Subcontractor Sales to the Government
F2	52.203-7	Anti-Kickback Procedures except Subparagraph (c)(1)
F3	52.203-12	Limitation on Payments to Influence Certain Federal Transactions
F4	52.204-7	Central Contractor Registration
F5	52.204-9	Personal Identity Verification of Subcontractor Personnel
F6	52.209-6	Protecting the Government's Interest
F7	52.211-15	Defense Priority and Allocation Requirements
F8	52.215-2	Audit and Records -- Negotiation
F9	52.215-10	Price Reduction for Defective Cost or Pricing Data (\$550,000)
F10	52.215-12	Subcontractor Cost or Pricing Data (\$550,000)
F11	52.215-13	Subcontractor Cost or Pricing Data -- Modifications (\$550,000)
F12	52.215-14	Integrity of Unit Prices
F13	52.215-19	Notification of Ownership Changes
F14	52.219-8	Utilization of Small Business Concerns
F15	52.219-9	Small Business Subcontracting Plans
F16	52.219-16	Liquidated Damages -- Subcontracting Plan (\$500,000)
F17	52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation
F18	52.222-21	Prohibition of Segregated Facilities
F19	52.222-26	Equal Opportunity
F20	52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
F21	52.222-36	Affirmative Action for Workers with Disabilities
F22	52.222-54	Employment Eligibility Verification
F23	52.223-3	Hazardous Material Identification
F24	52.223-6	Drug-Free Workplace
F25	52.223-11	Ozone-Depleting Substances
F26	52.225-3	Buy American Act – Free Trade Agreements – Israeli Trade Act
F27	52.225-13	Restrictions on Certain Foreign Purchases
F28	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises
F29	52.227-14	Rights in Data – General
F30	52.230-6	Administration of Cost Accounting Standards (\$500,000)
F31	52.244-6	Subcontract for Commercial Items and Commercial Components
F32	52.245-5	Government Property (Cost Reimbursement, Time-and-Materials, or Labor-Hour Contracts) (paragraph "g" Limited risk of loss is not applicable)
F33	52.246-11	Quality System Requirement
F34	52.246-17	Warranty of Supplies of a Non-Complex Nature
F35	52.249-8	Fixed Price Supply





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In addition, if federal funds through a contract from an agency of the Department of Defense are involved, the following Department of Defense Federal Acquisition Regulations (DFAR) clauses apply.

DFAR clauses are available on the Internet at <http://www.acq.osd.mil/dp/dars/dfars.html>.

*(NOTE: These DFAR clauses may have applicability only when the Purchase Order is at or more than a certain dollar threshold, shown in parentheses, or under certain circumstances.)*

**Table 2 – DFAR Clauses**

<b>Item</b>	<b>DFAR Clause</b>	<b>Title</b>
DF1	252.203-7001	Prohibition on Persons Convicted of fraud or Other Defense-Contract Related Felonies (not applicable for commercial items) (applicable if at or in excess of the simplified acquisition threshold)
DF2	252.209-7004	Subcontracting with Companies Owned or Controlled by a Terrorist Country
DF3	252.211-7003	Item Identification and Valuation
DF4	252.211-7005	Substitutions for Military or Federal Specifications and Standards
DF5	252.215-7000	Pricing Adjustments
DF6	252.219-7003	Small Business Subcontractor Plan
DF7	252.223-7001	Hazardous Warning Labels
DF8	252.225-7002	Qualifying Country Sources as Subcontractor
DF9	252.225-7009	Restrictions on the Acquisition of Specialty Metals
DF10	252.225-7010	Commercial Derivation Military Article – Specialty Metals
DF11	252.225-7036	Buy American Act
DF12	252.227-7013	Rights in Technical Data -- Noncommercial Items
DF13	252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
DF14	252.231-7000	Supplemental Cost Principles
DF15	252.246-7000	Material Inspection and Receiving Report
DF16	252.246-7003	Notification of Potential Safety Issues
DF17	252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
DF18	252.246-7008	Sources of Electronic Parts



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